

PRIVACY POLICY AND TERMS AND CONDITIONS

PRIVACY POLICY Blast Management International Pty Ltd

Blast Management International (BMI) understands that your privacy is important to you and that you care about how your personal data is used and shared online. We respect and value the privacy of everyone who visits our web sites and will only collect and use personal data in ways that are described here, and in a manner that is consistent with our obligations and your rights under the law.

Overview

Blast Management International and its related entities are committed to the protection of personal information as defined under the Privacy Act 1988 (Cth), and complying with the Australian Privacy Principles (APPs).

We will comply with our legal obligations and take all reasonable steps to protect the privacy of the personal information we collect, manage and hold in order for us to provide our products and services.

By using our products or services, or providing personal information to us, you agree to the collection, use and disclosure of your personal information in accordance with the terms of this Privacy Policy.

Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

Under the National VET Data Policy 2020, Blast Management International is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form and your training activity data) may be used or disclosed by Blast Management International for statistical, regulatory and research purposes.

Blast Management International may disclose your personal information for these purposes to third parties, including:

- School – if you are a secondary student undertaking VET, including a school-based apprenticeship or traineeship.
- Employer – if you are enrolled in training paid by your employer.

- Commonwealth and State or Territory government departments and authorised agencies.
- NCVET.
- Organisations conducting student surveys; and
- Researchers

The Purposes for which we collect, hold, use and disclose Personal Information

We collect personal information from you for purposes including:

- to carry out our functions as a Registered Training Organisation (RTO);
- to enable us to provide our products and services to you;
- to send you, or provide information to third parties to enable them to send you, information, offers and promotions about education related products and services that you have consented to receive;
- to administer our database of personal information in order to develop new products and services; to improve the quality and quantity of information on our websites; and
- for statistical and marketing analysis and analytics.

Kinds of Information we Collect and Hold

Personal information we collect and hold may include, but is not limited to:

- name, gender and date of birth
- personal and emergency contact details (including address, email address, phone numbers)
- Unique Student Identifier (USI) number
- education and training history
- citizenship
- language
- reasons for study
- employment status

Sensitive personal information that you may consent to provide, or which we may be required to collect by law could include:

- racial or ethnic origin
- language and literacy needs

Where we are required to collect sensitive information, we will only do so with your consent and we will only use it for the purposes for which you provided it.

How the Information is Collected

Personal information is generally collected through student enrolment.

Where possible your personal information will be collected directly from you via online, electronic or hard copy enrolment or application forms;

Your personal information may also be provided to us by third parties such as service providers, advertisers and publishers. Where we collect information from third parties, we will comply with the relevant laws, including the APPs.

How the Information is Held

Your information can be stored electronically or in hard copy in secure storage facilities that are managed either by ourselves or our third party service providers.

We will take all reasonable steps including both manual and technical controls and processes to ensure personal information we hold is protected against interference, loss, unauthorised access, use, modification, copying, download or disclosure. All our staff are bound to act in accordance with this Privacy Policy and applicable laws.

Where information held by us is no longer required to be held, we will de-identify or destroy such personal information.

How we Use and Disclose personal information

We are required by law (under the National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

By providing personal information to any staff member of Blast Management International, you agree to all other authorized Blast Management International staff member accessing and using that personal information in order for us to provide our products and services.

We may also disclose personal information to third parties, if appropriate, who provide services on our behalf or where required or authorised by relevant laws and policies to Australian federal and state government agencies and authorities including funding schemes and training programs that we participate.

Our third parties are required to protect your personal information in the same way that we must.

We have agreements in place with our service providers, external agencies, and with staff who handle personal information that we provide to them.

Your personal information will not be otherwise disclosed without your consent unless required or authorised by law or the APPs.

How the NCVER and other bodies handle your personal information

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the Privacy Act 1988 (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage

- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVET may also disclose personal information to persons engaged by NCVET to conduct research on NCVET's behalf.

The NCVET does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVET will handle your personal information please refer to the NCVET's Privacy Policy at www.ncvet.edu.au/privacy.

How You can Access and Correct Personal Information

We will make personal information that we hold about you available to you for inspection upon your request. There is no charge for you to access personal information that we hold about you but we may charge a fee to make a copy. You may contact the Director for information on how to access your personal information.

If you consider personal information we hold about you to be incorrect, incomplete, out of date or misleading, you can request that the information be amended by contacting the Director. Where a record is found to be inaccurate, a correction will be made. Where you request that a record be amended but the record is accurate, the details of the request for amendment will be noted on the record. There is no fee associated with the correction of personal information held by us.

How You can Make a Complaint

If you have any concerns about our treatment of your personal information, please contact the Director at the following.

enquiries@blastmanagement.com.au

07 3348 5144

Terms and Conditions for trainees undertaking Blast Management International courses

The following constitute the terms and conditions to which applicants agree when booking any Blast Management International (BMI) classroom and/or online course (BMI).

BMI reserves the right to review and update these periodically.

1. Registration with BMI

When booking onto any BMI training course we require you to register and provide us with certain information about yourself. In doing this, you agree to:

- Provide true, accurate, current and complete information about yourself
- Inform us of any changes to your data, as necessary

2. Booking a BMI course

2.1 BMI courses can be booked via email at enquiries@blastmanagement.com.au

2.2 When you submit a booking for an online course, your submission represents an offer to BMI to book you onto the course you selected.

2.3 BMI will accept your offer by sending you an email confirming that you have been booked together with information on starting your learning.

3. Course cost, discounts and GST

Course costs are published on the web page www.blastmanagement.com.au. Notice of new pricing will be given in advance, but BMI reserves the right to change prices listed without notice.

4. Course Access

4.1 Payment is required for course access. This may be made through any of the following .

- Valid Company Purchase Order (PO). PO's based on quoted services are accepted for immediate course access.
- All major credit and debit cards are accepted. BMI invoices have credit card payment links through to a secure payment system (stripe).

4.2 GST may be charged at the applicable rate depending on the product and/or customer. Training for national competencies does not generally attract GST.

4.3 Other payment arrangements are possible by direct contact with BMI, by emailing enquiries@blastmanagement.com.au .

5. Prevailing terms and conditions

Please note that this and all other BMI pre-contractual documentation shall not constitute an offer. All services provided by BMI are on the basis of these Terms and Conditions and if you wish to engage any BMI services we shall only provide them if you accept the Terms and Conditions.

6. BMI courses

6.1 After booking onto an BMI course you will be given access to BMI's learning platform on Moodlecloud. You will have access for the period of time listed on BMI's website that pertains to the course you sign up for. By enrolling on the course, you agree to these terms and conditions. If you do not agree to these terms, you cannot use the site.

6.2 Whilst we make every effort to keep changes to the site to a minimum, we reserve the right to make any amendments to the terms and conditions at any time to reflect changes affecting our business, including but not limited to, changes in technology, payment methods and legal and regulatory requirements. By continuing to use this site you agree to accept any changes made to the terms and conditions.

7. Ownership and intellectual property rights

All BMI materials, whether on the BMI website, the BMI Moodle platform, or at a BMI training day, are owned by BMI. All intellectual property rights in all materials available from BMI, including the design and text of all printed materials and the audio of all e-learning courses, are owned by BMI. When you are given access to BMI's e-learning platform, you are granted a non-exclusive, non-transferable, revocable licence to use the BMI materials. No BMI content may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without BMI's prior permission. Any such use is strictly prohibited and will constitute an infringement of BMI's intellectual property rights.

8. Behaviour

BMI reserves the right to remove any delegate from a training course whose behaviour is deemed inappropriate by BMI or its trainers. In these circumstances, BMI will neither refund any fees nor reimburse any other costs.

9. Trainers

BMI shall provide such trainers to present the training course as it, in its sole discretion, deems fit and BMI shall be entitled at any time to substitute any trainer with any other person who, in BMI's sole discretion, it deems suitably qualified to present the relevant course.

10. Liability

BMI does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of BMI. Participants should take professional advice when dealing with specific situations.

11. Technology

BMI does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

12. Content

BMI's courses are all professional development courses, for drill and blast professionals.

13. Cancellation

Once payment for an BMI course has been made, no refunds will be given.

14. Non-attendance or non-finishing of course

If you fail to attend or finish the course you are booked onto, we will be unable to refund the course fees.

Thank you for choosing BMI.

If you should have any questions or complaints, please contact us at enquiries@blastmanagement.com.au

07 3348 5144

and we will endeavour to find a solution as soon as possible.

This agreement shall be construed and governed in all respects in accordance with the laws of Queensland.